

**AGREEMENT BY AND BETWEEN  
THE VILLAGE OF PENINSULA AND TARGETING AND SOLUTIONS LIMITED**

**This Agreement** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between Targeting and Solutions Limited, an Ohio limited liability company with its principal place of business at 3888 East 43<sup>rd</sup> Street, Newburgh Heights, Cuyahoga County, Ohio (“TARGETING”) and the Village of Peninsula, Summit County, Ohio , with offices at 1582 Main Street, Peninsula, OH 44426 (“PENINSULA”) The Village of Peninsula is a form of local government operating under the laws of the State of Ohio.

**Background**

**Whereas**, TARGETING is a technology based consulting firm with personnel that have extensive expertise in the introduction, implementation, and operation of traffic control programs; and

**Whereas**, PENINSULA is a duly authorized village operating as a local government operating under the laws of the State of Ohio with a need for such Services; and

**Whereas**, PENINSULA now desires to contract with TARGETING for the provision of such Services;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, PENINSULA and TARGETING agree as follows:

**1. Services.** During the Term of this Agreement, and in consideration of the fees specified in Section 6 below (the “Fees”), TARGETING shall use reasonable efforts to provide the services identified below (the “Services”) to PENINSULA in accordance with the terms and conditions of this Agreement. The Services shall be as follows:

- a) Identification and Execution of Vendor Agreements. TARGETING will identify, negotiate, and contract with an officer-operated handheld, and automated speed enforcement, and red-light photo program vendor on behalf of PENINSULA. TARGETING shall negotiate terms on behalf of PENINSULA for implementation of an automated, and officer-operated handheld speed enforcement, and traffic control program (collectively, the “Programs”) subject to the prior approval of the Mayor of the Village of Peninsula which approval shall not be unreasonably withheld, conditioned or delayed. The Parties understand Peninsula desires only to move forward with an officer-operated speed enforcement program at this time. No automated, unmanned programs will be implemented unless they are specifically authorized by Peninsula, in writing, in a separate document, at a later date. TARGETING will identify, negotiate, and contract with qualified collection firms as needed for the collection of unpaid fines on behalf of PENINSULA subject to the prior approval of the Village of Peninsula which approval shall not be unreasonably

withheld, conditioned or delayed. TARGETING will identify, negotiate, and contract with additional service providers as needed for operation and maintenance of the Programs on behalf of PENINSULA subject to the prior approval of the Village of Peninsula, which approval shall not be unreasonably withheld, conditioned or delayed. TARGETING shall provide to PENINSULA a copy of all contracts and agreements it executes with any vendor on behalf of PENINSULA. Notwithstanding the foregoing or anything in this Agreement to the contrary, if PENINSULA fails to approve any contract contemplated by this Section 1(a) within a reasonable period of time, not to exceed forty five (45) days without just cause, TARGETING may terminate this Agreement with no further liability or obligation to PENINSULA in which event the Retainer shall be deemed fully earned by TARGETING and non-refundable.

- b) Study and Identification of Service Location(s). TARGETING will coordinate with the program vendor and PENINSULA to study and identify appropriate locations and assist PENINSULA to select location(s) at which the Monitoring System will detect and record potential violations (“Service Location(s)”).
- c) Public and Media Relations. TARGETING shall develop and execute a public information and notification campaign that shall include public notice and a warning period of no less than thirty (30) days during which motorists will receive warning citations in lieu of citations that carry a fine. TARGETING shall, on behalf of PENINSULA, respond to all constituent or media inquiries and public information requests in a manner consistent with Ohio public records law. TARGETING shall provide professional communication with all entities on behalf of PENINSULA.  
By way of example, a public information campaign may include some and/or all of the following:
  - 1. Up to two (2) public notices in the Leader that may include a summary and/or the entire language of the Codified Ordinance section(s).
  - 2. An in-person question-and-answer session at Township Hall, 1775 Main Street, Peninsula, OH 44246.
  - 3. Media release announcing the program.
  - 4. A mailing to residents outlining and explaining the program.
  - 5. A thirty (30) day period during which warning citations are mailed before official citations and fines are levied.
- d) Qualified Personnel. All TARGETING personnel shall be qualified by vendor for use of requisite systems and access to motorist information as required by law if necessary.
- e) Payments. TARGETING shall negotiate secure and convenient payment methods with vendor on behalf of PENINSULA.
- f) Legislative Support. TARGETING shall work directly with PENINSULA to advise PENINSULA of current developments at the Ohio Legislature impacting traffic camera laws. TARGETING, from time to time shall engage in legislative advocacy necessary for the efficient operation of a photo enforcement program. Advocacy may

include testimony before the Ohio legislature, communication with various elected officials, and retention of a qualified registered Ohio lobbyist on behalf of PENINSULA at no expense to PENINSULA, consistent with all applicable law.

- g) Appeals. TARGETING shall coordinate an appeals system with the Stow Municipal Court on behalf of PENINSULA and PENINSULA shall retain a prosecutor to represent PENINSULA at any hearings, appeals and required meetings.
- h) Maintenance and Support. TARGETING will ensure, in a timely and prompt manner, the vendor maintains and services the Monitoring System and assists PENINSULA personnel who operate the system. TARGETING will be available to assist PENINSULA as needed with the vendor at the start and end of each deployment. TARGETING will be on call to work with the vendor and PENINSULA to correct any malfunction that renders the system inoperable during enforcement hours.
- i) Training. TARGETING shall ensure the vendor will be responsible for training PENINSULA on how to operate the Monitoring System. TARGETING shall act on behalf of PENINSULA with vendor for the correction, repair, improvement, upgrade, or changes related to the system.
- j) Customer Service. TARGETING shall provide, and include on citations, a telephone number to which recipients of citations may call to speak with an attendant to make inquiries and receive answers to questions regarding such citations, billing and payment procedures and status of payments and hearing dates. TARGETING may employ the services of a customer service call center or employees; PENINSULA specifically agrees that such call center's representatives or TARGETING's employees may access and view all information relevant and/or necessary for the provision of the services described hereunder.
- k) Hearing Dockets. TARGETING shall assist the photo enforcement program prosecutor retained by PENINSULA with applicable paperwork and other documentation necessary for scheduling and adjudication of hearings on all appealed citations, as needed.
- l) Collections Support. TARGETING shall recommend contractual agreements with third party collection firms associated with the collection of unpaid citations issued pursuant to the terms and conditions of the Programs. In association with contractual agreements referenced hereunder, TARGETING is hereby authorized to provide the third party with whom PENINSULA contracts HEREUNDER with all information relevant and/or necessary for the collection of unpaid citations, including personal information of the recipients of the citations.

**2. PENINSULA's Responsibilities.** PENINSULA acknowledges that certain aspects of the Services require the participation and cooperation of PENINSULA, without which TARGETING'S performance of the Services may be significantly impaired or delayed. PENINSULA is responsible for the following:

- a) Preserve the Monitoring System. PENINSULA acknowledges that the monitoring system used to detect and record events consists of valuable personal and intellectual property of the program vendor. PENINSULA agrees to use its best efforts to safely operate, protect and preserve the monitoring system during the term of this

Agreement, including, but not limited to, restricting movement of and access to the monitoring system by anyone other than PENINSULA, TARGETING, and vendor personnel.

- b) Maintain Daily Self-Test Log. PENINSULA will maintain a daily self-test log to record the monitoring system's self-test results as applicable.
- c) Operate the Speed Monitoring System. PENINSULA, after installation has the sole responsibility to operate the monitoring system, subject to equipment maintenance and the functions outlined in this Agreement that are the responsibility of TARGETING and the vendor.
- d) Complete Operator Training. PENINSULA will complete training by TARGETING and/or the vendor in the procedures for setting up and operating the monitoring system. TARGETING and/or the vendor, at no additional cost to PENINSULA, will issue a signed certificate to PENINSULA on completion of training.
- e) Designate Citation Approving Authorities. PENINSULA shall select and designate certain sworn police officers or other duly authorized approving authorities ("Approving Authorities") who shall review recorded events, identify traffic violations, and lawfully authorize and issue citations for such identified violations using the software and Website provided by TARGETING. PENINSULA has sole responsibility for ensuring that the designated approving authorities are duly and lawfully authorized to receive and view BMV records and issue citations for the pertinent traffic violations. TARGETING will assign those authorities a login-ID for accessing the software and Website. The parties agree that TARGETING and/or the vendor shall not be the Approving Authority.
- f) Comply with Statutory Timeframes. PENINSULA acknowledges that certain applicable laws may require that citations resulting from recorded events must be mailed within prescribed time frames. To ensure compliance with such requirements, PENINSULA is solely responsible for ensuring that all recorded events are reviewed and approved or rejected within five (5) working days after receipt from vendor.
- g) Safeguard Login Information. PENINSULA anticipates that PENINSULA will receive one (1) login-ID per Approving Authority. PENINSULA acknowledges that login-IDs allow full access to recorded event data, including but not limited to, information derived from BMV records, and allows the ability to authorize and issue citations. PENINSULA shall be solely and exclusively responsible for safeguarding login-IDs and ensuring that unauthorized individuals do not gain access to the software and website. PENINSULA will immediately notify TARGETING of any compromise or suspected compromise of any login-ID within its knowledge.
- h) Collection of Citation Payments by Client. PENINSULA shall not collect citation payments in any manner that is inconsistent with the provisions of this Agreement. PENINSULA shall instruct individuals to either pay online, mail all payments to the appropriate address, or contact TARGETING for additional payment instructions. PENINSULA shall not take payments directly.

**3. Credit Card Payment Processing.** The vendor will provide the capability for individuals receiving citations to pay their citations by credit card at no additional charge to PENINSULA. The vendor will provide individuals receiving citations access to its Website via the internet to view and pay citations online. The vendor is solely responsible for the functionality, security and maintenance of the payment system and will ensure that it conforms to all federal, local and state laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment. Credit card processing costs will be paid by vendor; credit card convenience fees shall be commercially reasonable, are not considered revenue under this Agreement and will be retained in full by vendor.

**4. System Ownership, Operation, Maintenance and Modifications.**

- a) TARGETING does not convey any equipment or system to PENINSULA. Equipment or system or any part of the equipment or system provided or used by vendor in connection with the provision of Services under this Agreement is and shall remain the exclusive property of the vendor.
- b) System or equipment replacement, repairs, upgrades or modifications which, in the reasonable opinion of TARGETING and/or the vendor, are required as a result of neglect or misuse by PENINSULA, including without limitation a repair arising from or in connection with the use of software other than software provided by TARGETING and/or the vendor, shall be made at the sole expense of PENINSULA, including but not limited to, the actual cost of the repair or replacement of said system, along with labor, shipping, and travel expenses, as applicable. Otherwise, all such system or equipment replacement, repairs, upgrades or modifications shall be made at the sole expense of the vendor.
- c) Upgrades to systems and/or reinstallations and/or modifications of hardware or software which are requested by PENINSULA shall be made at the sole expense of PENINSULA. This includes, but is not limited to, the actual cost of the upgrades, modification, or replacements of said system, hardware or software, along with shipping expenses, travel expenses if required, and labor costs. These costs and expenses must be pre-approved by PENINSULA and conform to PENINSULA's billing practices.

**5. Software Training and Support.** Throughout the Term of this Agreement, TARGETING, at no additional cost to PENINSULA, agrees to provide training for the software and website. TARGETING will provide a reasonable number of reference manuals describing the features and operations of the software and website. TARGETING will endeavor to provide updates to software within a reasonable time after they become generally available; provided, however, that TARGETING has no obligation under this Agreement to update or modify the software in any way. Throughout the Term of this Agreement, reasonable technical assistance will be made available by telephone at no charge to PENINSULA with the exception of all state and nationally recognized holidays.

**6. TARGETING Fees.** In exchange for the Services described in this Agreement, PENINSULA agrees to pay TARGETING the Fees set forth on Schedule A, a copy of which is attached hereto, and the terms of which are incorporated herein by reference as if fully rewritten. Fees will be calculated based on amounts collected from citations generated by the monitoring system. PENINSULA agrees that actual collections are a fair and accurate basis for the calculation of the

fees due under this Agreement and that documentation relating to collections shall be relevant and material in any dispute between the parties with respect to Fees due hereunder. TARGETING and PENINSULA will have access to applicable software and website reports.

**7. Distribution of Funds.** TARGETING and/or vendor will use a bank account with lockbox service (“Lockbox Account”) for the purpose of accepting deposits of citation payments, including credit card payments, and related fees. Twice per month, PENINSULA authorizes TARGETING and/or the vendor to distribute to PENINSULA sixty percent (60%) of the funds deposited during the prior period, less TARGETING’s and/or vendor’s bank fees and charges (including fees associated with the Lockbox Account, wire transfer fees, costs associated with cancelled checks and costs associated with bounced checks). The remainder of the funds shall be distributed to TARGETING and/or vendor for services provided.

**8. Confidentiality.** Except as otherwise required by O.R.C 149.43 and the Ohio public records laws, PENINSULA and TARGETING agree not to disclose information related to performance of the Services under this Agreement to anyone except as required by law, or by mutual agreement. Nothing herein shall be construed to violate the provisions of Ohio Revised Code Section 149.43 and Ohio public records laws.

**9. Term, Commencement of Service, and Termination.**

- a) Term. This Agreement shall start on the Effective Date and remain in effect for a period of three (3) years. On the **third** anniversary of the Effective Date, this Agreement will automatically renew for a three-year period unless terminated as hereafter set forth, and thereafter beginning on sixth anniversary and each three-year anniversary date thereafter, this Agreement will automatically renew for a three-year period upon the same terms and conditions unless terminated as hereafter set forth. If either PENINSULA or TARGETING elects to terminate this Agreement, it must notify the other party in writing of its intention not to renew this Agreement at least ninety (90) days prior to any such renewal date, in which case this Agreement shall terminate on such anniversary date.
- b) Commencement of Service. TARGETING and PENINSULA shall make reasonable efforts to enable commencement of service as soon as practicable upon the Effective Date of this Agreement.
- c) Termination for Default. Either party shall be entitled to terminate this Agreement in the event of a failure by the other party to perform any of its material obligations under this Agreement if such breach is not cured within thirty (30) days after receipt of notice in writing thereof from the non-defaulting party (provided, however, that if 30 days is not a sufficient period of time in which to cure any such breach, such period of time shall be reasonably extended so long as the breaching party is diligently engaged in the effort to cure said breach) or within ten (10) days after receipt of such notice in writing if such breach relates to the non-payment of Fees or other amounts owed hereunder or a breach by PENINSULA which materially compromises the security of the Services or Confidential Information.
- d) Termination for Convenience. Either party may terminate this Agreement for Convenience upon one-hundred eighty (180) days prior written notice to the other party of the party’s election to terminate and the effective date of such termination.

The parties shall reconcile amounts owed and/or to which each is entitled under this Agreement up to the date of termination of this Agreement.

- e) Effect of Termination. In the event of any termination of this Agreement, PENINSULA will suspend operations of the monitoring system and return to TARGETING such monitoring system upon providing or receiving a notice of termination. PENINSULA will return to TARGETING within five (5) working days of the termination date all manuals, documentation and all other property and materials of TARGETING and/or vendor provided to PENINSULA hereunder. Upon the return of all such property and materials to TARGETING, and providing that there are no outstanding invoices, TARGETING will provide PENINSULA at PENINSULA's request, with all of the event records, defined in Section 18 below, pertaining to PENINSULA in TARGETING's possession, such event records to be provided to PENINSULA in Portable Document Format, at no cost to PENINSULA. TARGETING, for a period of 12 months after the termination date, will continue the collection and distribution of revenue in accordance with the terms and conditions of this Agreement. PENINSULA and TARGETING agree to negotiate a fair and equitable way to collect the revenue that remains outstanding 12 months after the termination date.
- f) Suspension of Monitoring Operations. PENINSULA and TARGETING reserve the right to suspend immediately any and all photo monitoring operations if: (i) continuation of such operations creates an unsafe condition; or (ii) it is determined to be in violation of State law; or (iii) PENINSULA becomes subject an offset against local government funding due to photo monitoring operations. Upon notification from TARGETING or PENINSULA, in writing, TARGETING and PENINSULA will suspend such operations until the parties agree to and resolve the condition(s) that led to the suspension. In the event it is determined that the photo monitoring operations are in violation of State law or if PENINSULA becomes subject to an offset against local government funding due to such operations, the suspension shall continue until such violation or offsetting has been resolved by legislation, by order of a court of competent jurisdiction, or by termination of this Agreement pursuant to its terms. The vendor shall be obligated to continue the processing of recorded events prior to the notice of suspension or termination of monitoring operations, and receive payment for, all citations issued based upon such recorded events.
- g) Survival of Certain Terms. The provisions of Sections 6, 8, 10, the last paragraph of 11 beginning "Targeting's Maximum Cumulative Liability...", 12, and 16 shall survive any suspension or revocation of operations or termination of this Agreement. No termination of this Agreement by either party for any reason shall serve to cancel, waive or otherwise affect any fees due to TARGETING or PENINSULA hereunder resulting from recorded events having accrued on or before the effective date of any such termination.

## **10. Representations and Warranties.**

- a) PENINSULA represents and warrants that:
  - i.) PENINSULA is a tax-exempt entity under the rules of the Internal Revenue Service and will provide TARGETING and the program vendor with a copy

of its tax-exempt status upon request;

- ii.) PENINSULA will comply will all applicable laws, rules and regulations in the use of the Services and in the performance of its obligations under and in connection with this Agreement, including, but not limited to, the receipt and use of BMV information and the authorization and issuance of citations.
- b) TARGETING represents and warrants that it will perform the Services with care, skill, and diligence, in a commercially reasonable and professional manner, and shall be responsible for the professional quality and technical accuracy of the Services furnished under this Agreement. TARGETING shall comply with all applicable laws, rules and regulations in fulfilling TARGETING's obligations under this Agreement.
- c) TARGETING has the right to use and make available for use by PENINSULA any software for purposes of providing Services under this Agreement, and that such use will not violate or infringe upon the title or rights of use of such software by others.
- d) **No other Warranties. EXCEPT AS EXPRESSLY PROVIDED ABOVE, TARGETING MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY REGARDING THE PRODUCTIVITY OF THE SYSTEM OF TARGETING AND/OR VENDOR.**

**11. Insurance and Limitation of Liability.** TARGETING shall purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance and workers' compensation insurance with limits of not less than those set forth below.

- a. **Comprehensive General Liability Insurance.**  
Personal injury liability insurance with a limit of \$500,000.00 each occurrence/aggregate.  
Property damage liability insurance with limits of \$500,000.00 each occurrence/aggregate.
- b. **Automobile Liability Coverage.** Automobile insurance \$200,000.00 for each occurrence/ aggregate; property damage - \$500,000.00 for each occurrence/aggregate.
- c. **Workers' Compensation Insurance.** TARGETING shall comply with the requirements and benefits established by the State of Ohio for the provision of Workers' Compensation insurance. TARGETING shall provide workers' compensation insurance meeting the statutory limits for Ohio and Employers' Liability limits. All corporations are required to provide Workers' Compensation Certificates of Insurance.

TARGETING agrees to name PENINSULA as an additional insured on the insurance policies identified above.

**IN NO EVENT SHALL TARGETING'S TOTAL LIABILITY TO PENINSULA ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID TO TARGETING IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY.**

**FURTHER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF THE PARTIES HAVE BEEN INFORMED OF OR MAY BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING ANY OTHER CONTRARY PROVISION OF ANY AGREEMENT BETWEEN THE PARTIES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, WARRANTY, INDEMNITY OR OTHERWISE.**

**12. Hold Harmless.** Each party shall be legally responsible for its own actions in connection with this agreement and with respect to any third-party claims.

**13. Compliance with Laws.** TARGETING and PENINSULA each agree to comply with all applicable laws governing this Agreement and the performance of its terms, including laws governing the confidentiality of information. TARGETING and PENINSULA further agree that, unless authorized by PENINSULA, the information provided by PENINSULA and/or the BMV, including the names and addresses and associated information of persons and entities that have received citations, shall remain confidential and shall not be sold or shared with any other non-party, corporation, limited liability company, association, partnership, business, person, or entity for any purpose, including but not limited to marketing, sales, and/or solicitations.

**14. Force Majeure.** TARGETING shall not be liable for any delays or failures in the system of the vendor or otherwise in the performance of the Services, which delays, or failures are directly or indirectly caused by vandalism, flood, storm, lightning, earthquake, tornado, other Acts of God, or war, riot, sabotage, strike, utility outage or other factors or circumstances beyond TARGETING'S reasonable control.

**15. Independent Contractors.** With respect to each other, TARGETING and PENINSULA are independent contractors, and neither party, nor their respective officers, agents, employees, shall be deemed to be employed by the other party for any purpose. Further, TARGETING and PENINSULA shall not be deemed to be partners, joint ventures, or anything other than independent contractors.

**16. Governing Law.** This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Ohio without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state or federal courts in the State of Ohio. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and disbursements. Venue shall be in Summit County.

**17. Notices.** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly

maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up. A copy of all notices set forth in this Section shall be sent to the attorney of record of each party.

**18. Retention of Records by TARGETING.** TARGETING will negotiate record retention provisions that are in compliance with Ohio law, with program vendor, on PENINSULA'S behalf.

**19. Non-Solicitation and Non-Interference.** During the term of this Agreement and for a period of eighteen (18) months thereafter (the "Restrictive Period"), PENINSULA shall not directly or indirectly with or through any individual or entity: (i) employ, engage or solicit for employment any individual who is, or was at any time during the Restrictive Period an employee of Targeting, or otherwise seek to adversely influence or alter such individual's relationship with Targeting; or (ii) solicit, accept, induce, hire or encourage any individual or entity that is, or was during the Restrictive Period, a customer, supplier or vendor of Targeting to terminate or otherwise alter his, her or its relationship with the Targeting. Further, during the Restrictive Period, PENINSULA shall not directly or indirectly with or through any individual or entity enter into any agreement with any supplier or vendor of Targeting for the provision of services or similar services to those contemplated in this Agreement.

**20. Entire Agreement.** This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior and contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

**21. Counterparts.** This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

[Signature Page to Agreement]

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties hereto have affixed their signatures below:

**TARGETING  
AND SOLUTIONS LIMITED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Village of Peninsula**

By: \_\_\_\_\_

Name: Daniel Schneider, Jr.

Title: Mayor

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Bradric Bryan, Solicitor  
Village of Peninsula  
22050 Mastick Road  
Fairview Park, Ohio 44126  
(440.686.9000  
440.686.9001 (fax)  
bbryan@gbbs-llp.com

§ 6:10 Certificate of Available of Funds (RC 5705.41)

I certify that \$15,000, the amount required to meet the contract, obligation, or expenditure for the above, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of the Village of Peninsula, free from any outstanding obligation or encumbrance.

\_\_\_\_\_  
Katie Iaconis, Fiscal Officer  
Village of Peninsula

\_\_\_\_\_  
Date

**SCHEDULE A**  
**TO THE SERVICE AGREEMENT BY AND BETWEEN**  
**PENINSULA**  
**AND**  
**TARGETING AND SOLUTIONS LIMITED**

**1. Service Location:** Enforcement zones as directed by PENINSULA.

**2. Retainer:** Upon execution of this Agreement, PENINSULA shall provide a one-time fifteen thousand (\$15,000.00) dollar retainer to TARGETING (the “Retainer”) that is intended to compensate TARGETING, up to the Retainer amount, for up-front costs and expenses incurred by TARGETING in implementing the Village Photo Enforcement Program. PENINSULA shall maintain possession of the Retainer. TARGETING shall provide PENINSULA with detailed invoices for funds TARGETING is entitled under the Retainer, which shall include TARGETING’s labor costs and TARGETING’s out of pocket expenses for items such as speed measuring device equipment, mailing costs, and the like. These invoices shall be payable in no less than 30 days. In the event PENINSULA fails to proceed with implementation and execution of a photo enforcement program, this retainer shall be immediately non-refundable and be considered earned income of TARGETING. However, after the Program has commenced, TARGETING shall offset the lesser of one thousand (\$1,000.00) dollars or the actual amount of compensation due to TARGETING pursuant to Section 3 of this Schedule A, each month, until the retainer amount actually accessed by TARGETING is repaid to PENINSULA in full. Repayment of the Retainer by TARGETING shall commence at the earlier of either 90 days from the commencement of the issuance of actual citations or the date the entire Retainer amount becomes disbursed to TARGETING by PENINSULA. In the event PENINSULA terminates the program prior to the reimbursement of the full retainer for any reason other than the program being made illegal under Ohio Law, any remaining balance of the Retainer shall be immediately non-refundable and be considered earned income of TARGETING. Amounts hereunder shall be considered earned by TARGETING in the month in which such funds are offset against compensation hereunder.

**3. Fee due to TARGETING:** PENINSULA shall pay TARGETING forty percent (40%) of any and all amounts collected by or on behalf of PENINSULA resulting from payments of citations and Related Fees under the Programs. Such amounts shall be due and owing from PENINSULA to TARGETING within thirty (30) days of collection. Related fees include late payment and any other fees imposed by PENINSULA or the court as applicable (“Related Fees”).